

WEST SHORE HOME, LLC and WEST
SHORE HOME HOLDINGS, LLC

Plaintiffs,

v.

CRAIG CHAPPELL,

Defendant.

IN THE COURT OF COMMON PLEAS OF
CUMBERLAND COUNTY,
PENNSYLVANIA

Civ. No. 2022-00533

[PROPOSED] ORDER OF COURT

AND NOW, this ____ day of _____, 2022, upon consideration of Plaintiffs' Motion to Expedite Discovery, it is hereby **ORDERED** that said Motion is **GRANTED**.

It is further **ORDERED** that:

1. On or before _____, 2022, Craig Chappell shall respond to Plaintiffs' first set of requests for production of documents in accordance with PA. R. CIV. P. 4009.12, and shall produce the documents requested therein by delivering the same, or copies thereof, to the offices of Buchanan Ingersoll & Rooney PC, 409 North Second Street, Suite 500, Harrisburg, Pennsylvania 17101-1357.

2. On or before _____, 2022, Craig Chappell shall respond to Plaintiffs' first sets of interrogatories in accordance with PA. R. CIV. P. 4006.

3. Craig Chappell shall appear for deposition at the offices of Buchanan Ingersoll & Rooney PC at the address set forth above on _____, 2022 at 10:00 a.m.

BY THE COURT:

J.

EXHIBIT A10

Distribution List:

Thomas G. Collins, Esq., Buchanan Ingersoll & Rooney, PC, 409 N. Second Street, Suite 500, Harrisburg, PA 17101

Counsel for Plaintiffs, West Shore Home, LLC and West Shore Home Holdings, LLC

Sara E. Myirski, Esq., Buchanan Ingersoll & Rooney, PC, 409 N. Second Street, Suite 500, Harrisburg, PA 17101

Counsel for Plaintiff, West Shore Home, LLC and West Shore Home Holdings, LLC

Cheri A. Sparacino, Esq., Buchanan Ingersoll & Rooney, PC, 409 N. Second Street, Suite 500, Harrisburg, PA 17101

Counsel for Plaintiff, West Shore Home, LLC and West Shore Home Holdings, LLC

Larry A. Weisberg, Esq., Weisberg Cummings, PC, 2704 Commerce Drive B, Harrisburg PA 17110

Counsel for Defendant, Craig Chappell

BUCHANAN INGERSOLL & ROONEY PC

Thomas G. Collins (I.D. #75896)

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Counsel for Plaintiffs

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SHORE HOME HOLDINGS, LLC

Plaintiffs,

v.

CRAIG CHAPPELL,

Defendant.

IN THE COURT OF COMMON PLEAS OF
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PENNSYLVANIA

Civ. No. 2022-00533

PLAINTIFFS' MOTION TO EXPEDITE DISCOVERY

Plaintiffs, West Shore Home, LLC (“West Shore Home”) and West Shore Home Holdings, LLC (“WSH Holdings”, collectively with West Shore Home, “WSH” or “Plaintiffs”), by and through their undersigned counsel, Buchanan Ingersoll & Rooney PC, file the following Motion to Expedite Discovery pursuant to the Pennsylvania Rules of Civil Procedure, and in support thereof, avers as follows:

1. By their Complaint filed on January 20, 2022, Plaintiffs seek a preliminary injunction, permanent injunctive relief, and monetary damages based upon the unlawful actions of Defendant, Craig Chappell (Chappell). More specifically, Chappell has used the Confidential

Information and Trade Secrets¹ he obtained from his prior employment at West Shore Home to benefit its competitors in violation of both Chappell's contractual obligations and common law.

2. The same day they filed their Complaint, Plaintiffs filed a Motion for Special and Preliminary Injunction, the allegations of which are incorporated herein by reference.

3. To fully and adequately prepare for the preliminary injunction hearing, it is necessary that certain discovery, by way of deposition, production of documents, and other written discovery, be scheduled and completed before the date of such hearing.

4. For the Court's convenience, copies of Plaintiffs' first sets of interrogatories and requests for production of documents directed to Chappell are attached here as **Exhibit A** and **B**, respectively, and a copy of the deposition notice is attached here as **Exhibit C**.

5. The information sought by WSH is reasonable in scope, is not in WSH's possession, and cannot be ascertained without discovery.

6. The imminence and severity of irreparable harm to Plaintiffs and the interests of justice require that the time periods for discovery be shortened and expedited by this Court.


7. Pursuant to Cumberland County Local Rule 208.3(a)(2), Plaintiffs state that no judge has ruled upon any other issue in the same or related matter.

10. Pursuant to Cumberland County Local Rule 208.3(a)(9), the undersigned certifies that due to the emergent nature of this claim, including the request for preliminary injunctive relief, he was not able to contact counsel for Defendant to seek his concurrence. This Motion is therefore considered contested.

¹ As such term is used in the Complaint.

WHEREFORE, Plaintiffs West Shore Home, LLC and West Shore Home Holdings, LLC respectfully request this Court to enter an Order in the form attached hereto expediting discovery in this matter.

Respectfully submitted,

By:  Thomas G. Collins
Thomas G. Collins (I.D. #75896)
Sara E. Myirski (I.D. #321113)
Cheri A. Sparacino (I.D. #325868)
BUCHANAN INGERSOLL & ROONEY PC
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sara.myirski@bipc.com
cheri.sparacino@bipc.com

Counsel for Plaintiffs

Date: January 20, 2022

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by: West Shore Home, LLC and West Shore Home Holdings, LLC

Signature:

Thomas G. Collins

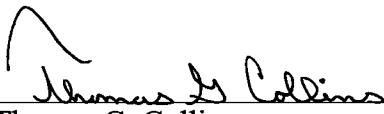
Name: Thomas G. Collins

Attorney No.: 75896

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the within **Plaintiffs'**
Motion to Expedite Discovery and [Proposed] Order was served upon the following person(s):

Larry Weisberg
Weisberg Cummings, P.C.
2704 Commerce Drive, Suite B
Harrisburg, PA 17110
Counsel for Defendant



Thomas G. Collins
Counsel for Plaintiffs

Date: January 20, 2022

BUCHANAN INGERSOLL & ROONEY PC

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Counsel for Plaintiffs

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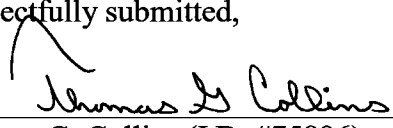
**PLAINTIFFS' FIRST SET OF INTERROGATORIES
DIRECTED TO CRAIG CHAPPELL**

To: Craig Chappell
c/o Larry Weisberg
Weisberg Cummings, P.C.
2704 Commerce Drive, Suite B
Harrisburg, PA 17110

Plaintiffs, West Shore Home, LLC and West Shore Home Holdings, LLC (collectively, "WSH" or "Plaintiffs"), by and through their undersigned counsel, Buchanan Ingersoll & Rooney PC, and pursuant to Rule 4005 of the Pennsylvania Rules of Civil Procedure, hereby propounds Plaintiffs' First Set of Interrogatories Directed to Craig Chappell. Plaintiffs request that Craig Chappell respond in the same manner prescribed by the Pennsylvania Rules of Civil Procedure,

and within the time permitted by those Rules or any Order of Court expediting discovery in this matter.

Respectfully submitted,

By: 
Thomas G. Collins (I.D. #75896)
Sara E. Myirski (I.D. #321113)
Cheri A. Sparacino (I.D. #325868)
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sara.myirski@bipc.com
cheri.sparacino@bipc.com

Counsel for Plaintiffs

DEFINITIONS

1. **“You,” “Your,” and “Chappell”** shall refer to Craig Chappell and any person or entity acting or purporting to act at his request, on his behalf, or under his direction or control.
2. **“OLG”** shall refer to Optimized Lead Generation, its predecessor and successor corporations and entities; its divisions, subsidiaries, or affiliated entities; and all present and former officers, directors, employees, consultants, agents or representatives, and any person or entity acting or purporting to act at its request, on its behalf, or under its direction or control.
3. **“WSH”** shall refer collectively to West Shore Home, LLC and West Shore Home Holdings, LLC, their predecessor and successor corporations and entities; their divisions, subsidiaries, or affiliated entities; and all present and former officers, directors, employees, consultants, agents or representatives, and any person or entity acting or purporting to act at their request, on its behalf, or under their direction or control.
4. **“Complaint”** shall refer to the Complaint filed in the instant action, captioned *West Shore Home, LLC and West Shore Home Holdings, LLC v. Craig Chappell* and any subsequent amendments thereto.
5. **“Phantom Unit Agreement”** shall refer to the Grant of Phantom Units executed by Chappell on January 14, 2021.
6. **“Phantom Incentive Equity Plan”** shall refer to the West Shore Home Holdings, LLC 2021 Phantom Incentive Equity Plan.
7. **“Employment Agreement”** shall refer to the Employment Agreement executed by Chappell on August 4, 2020.
8. **“P.J. Fitzpatrick”** shall refer to P.J. Fitzpatrick, LLC, its predecessor and successor corporations and entities; its divisions, subsidiaries, or affiliated entities; and all present and former

officers, directors, employees, consultants, agents or representatives, and any person or entity acting or purporting to act at its request, on its behalf, or under its direction or control.

9. **“Window Nation”** shall refer to Window Nation, LLC, its predecessor and successor corporations and entities; its divisions, subsidiaries, or affiliated entities; and all present and former officers, directors, employees, consultants, agents or representatives, and any person or entity acting or purporting to act at its request, on its behalf, or under its direction or control.

10. **“Love Your Bath”** shall refer to Love Your Bath, LLC, its predecessor and successor corporations and entities; its divisions, subsidiaries, or affiliated entities; and all present and former officers, directors, employees, consultants, agents or representatives, and any person or entity acting or purporting to act at its request, on its behalf, or under its direction or control.

11. **“Paramount Builders”** shall refer to Paramount Builders, Inc., its predecessor and successor corporations and entities; its divisions, subsidiaries, or affiliated entities; and all present and former officers, directors, employees, consultants, agents or representatives, and any person or entity acting or purporting to act at its request, on its behalf, or under its direction or control.

12. **“Newpro”** shall refer to Newpro Construction, LLC, its predecessor and successor corporations and entities; its divisions, subsidiaries, or affiliated entities; and all present and former officers, directors, employees, consultants, agents or representatives, and any person or entity acting or purporting to act at its request, on its behalf, or under its direction or control.

13. **“FHIA”** shall refer to Florida Home Improvement Associates, Inc., its predecessor and successor corporations and entities; its divisions, subsidiaries, or affiliated entities; and all present and former officers, directors, employees, consultants, agents or representatives, and any person or entity acting or purporting to act at its request, on its behalf, or under its direction or control.

14. **“Alenco”** shall refer to Alenco, Inc., its predecessor and successor corporations and entities; its divisions, subsidiaries, or affiliated entities; and all present and former officers, directors, employees, consultants, agents or representatives, and any person or entity acting or purporting to act at its request, on its behalf, or under its direction or control.

15. **“Confidential Information and Trade Secrets”** shall refer to, but is not limited to, West Shore’s information concerning past, present and prospective business contacts and customers and clients, such as customer leads, lists, contact information, purchase requirements, service methods, and customers’ contact and other confidential information; West Shore information relating to sales of products and services, such as pricing strategies, marketing strategies, marketing information, branding, earnings and cost information, profitability, contracts, sales information, sales methods, and sales proposals; West Shore’s product and distribution information, such as formulas, materials, equipment, inventory, sources of supply and material specifications, operational information, and manufacturing information; West Shore’s technical and operational information, such as designs, dimensions, research, ideas, know-how, processes, inventions, patents, data/information management systems, computer programs, systems and system improvements, software and software modifications; West Shore’s business plans and information; internal West Shore’s information, such as the business structure, business policies and practices, operating procedures, methods of doing business, work force and personnel information, work assignments, and information related to specific capabilities, training and specialized knowledge of West Shore’s employees.

16. **“Any”** shall be understood to encompass **“all.”**

17. The conjunction **“and”** shall include the disjunctive **“or”** and vice versa.

18. **“Person”** or **“person”** shall mean any natural person or business organization.

19. **“Communication”** means and include any transmission or exchange of information in the form of facts, ideas, inquiries, or otherwise, and shall include an exchange between two or more persons, whether orally or in writing, including without limitation any conversation or discussion face-to-face or by means of letter, note, memorandum, telephone, telegraph, telex, telecopier, cable, e-mail, text message, or some other electronic or other medium, and whether by chance or prearranged, formal or informal. Communications also includes **“Electronic Messages.”**

20. **“Document”** or **“documents”** shall have the full meaning as set forth in the Pennsylvania Rules of Civil Procedure and includes (but is not limited to) all written, typewritten, handwritten, recorded or printed matter of any kind, including the originals and all non-identical copies thereof, whether different from the originals by reason of any notation made on such copies or otherwise, including without limitation: minutes and/or other records of meetings, agendas, bills, contracts, leases, assignments, agreements, contracts, summaries of negotiations, account books, orders, invoices, statements, bills, checks, accounting records, vouchers, summaries, diaries, forecasts, studies, drawings, graphs, charts, reports and/or summaries of investigations or reports, strategic or business plans or summaries, brochures, pamphlets, publications, circulars, advertisements, trade letters, press releases, statements of policy, correspondence, letters, electronic mail, telegrams, interoffice and intraoffice communications, offers, notations of any sort of conversations, appointment books or calendars, teletypes, telefax, thermafax, confirmations, computer files, printouts of computer files, computer data (including information or programs stored in a computer, whether or not ever printed out or displayed); all drafts, alterations, modifications, changes and amendments of any of the foregoing; all graphic or manual records or representations of any kind, including without limitation, photographs, microfiche, microfilm,

video tape, records, motion pictures, and electronic, mechanical or electric records or representations of any kind, including without limitation, tapes, cassettes, disks, magnetic cards, and recordings; and all other similar material which is in your possession, custody or control. Without limiting the term “control” as used in the preceding sentence, a document shall be deemed to be within your control, regardless of its physical location, if you have the right to secure the document or a copy thereof from another person or entity, either public or private, including, but not limited to, your legal counsel, having actual possession thereof. Document or documents also includes “**Electronically Stored Information**” or “**ESI**.”

21. “**Electronic Messages**” means any electronic text or media content exchanged between two or more users of a software application. Electronic Messages include both SMS messages sent over cellular networks and messages sent over the Internet using desktop, cell phone, or web-based applications, including, but not limited to WhatsApp, iMessage, Facebook Messenger, Twitter (via direct message), Slack, and Google Chat, and includes any of the preceding messages that have been deleted. Emails shall be considered a different category for purposes of these requests.

22. “**All documents**” shall mean every document, whether an original or copy, as above defined, and every such document or writing which can be located or discovered by reasonably diligent efforts.

23. “**Software**” shall mean all materials relating to software systems and includes, but is not limited to, all currently existing or backed-up electronic representations including, but not limited to, cloud-based storage accounts, data files, programs and data images stored on any type of media such as hard drive, a removable storage device or hard drive, thumb drive floppy diskette, magnetic tape or cartridge, the source code files, object code files, related command procedures,

functional specifications, programmer reference guides, detailed design specifications and drawings, test plans, procedures and reports, documentation and other information in machine readable or document form which relate to the design and implementation of any and all software now in your possession, custody, or control.

24. “Refer,” “relate,” “reflect,” “regard,” “refer to,” “relate to,” “relating to,” and “concerning” (or forms thereof) shall mean directly or indirectly, in whole or in part, connected with, commenting on, relevant to, impinging or impacting upon, affecting, responding to, showing, describing, representing, supporting, contradicting, stating, mentioning, showing, evaluating, recording, noting, analyzing, or constituting.

25. “Identify” and “identification” shall mean, when used in reference to:

- (a) A natural person: his or her full name; home address; business address; home and business telephone number; present or last known position, job description, and the identity of his or her business affiliation; his or her position, job description, and the identity of his or her business affiliation at the time and in the context in which he or she is identified; and the relationship, business or otherwise, between such person and yourself.
- (b) A company, corporation, association, partnership, or legal entity other than a natural person: its full name; a description of the type of organization or entity; the address and telephone number of its principal place of business; the jurisdiction of incorporation or organization; the date of its incorporation or organization; and the identity of each natural person acting on behalf of the entity at the time and in the context in which the entity is identified.
- (c) A document: its description (i.e., letter, memorandum, report, etc.); its title; its date; the number of pages thereof; its subject matter; the identity of its author(s), creator(s), originator(s), signer(s), and any person(s) who participated in its preparation; the identity of its addressee(s) or recipient(s); the identity of each person to whom copies were sent and each person by whom copies were received; its present location; and the identity of its custodian(s). If any such document was, but is no longer in your possession or control, state what disposition was made of it and when.
- (d) A communication: the type and/or mode of the communication; the date and time when it occurred; the place where it occurred; the complete

substance of the communication; the identity of each person to whom such communication was made, by whom such communication was made, and who was present when such communication was made; and the identity of all documents memorializing, referring, or relating in any way to the communication or its subject matter.

- (e) An assertive action: the date and time when it occurred; the place where it occurred; a detailed description of the action; the identity of each person taking and/or witnessing such action; and the identity of all documents memorializing, referring, or relating in any way to the subject matter of the action.

GENERAL INSTRUCTIONS

1. Answers to these Interrogatories should include information known to you as “you” is defined above, or ascertainable by you upon reasonable inquiry. If an answer cannot be provided to any particular Interrogatory, identify any individual or entity that might have knowledge, and any material which is believed to be relevant to the answer sought.

2. If any Interrogatory seeks information of which you are not certain, such as a precise value, amount, or date, an approximate value, amount, or date should be provided with a notation that the value, amount, or date is an approximate only.

3. To the extent that an objection is raised to any Interrogatory herein, whether in whole or in part, respond to as much of the Interrogatory as to which no objection is asserted. With respect to the portion of the Interrogatory to which an objection is asserted, state with specificity the basis for the objection and indicate whether the information requested is contained in any documents. Such documents are to be identified.

4. With respect to any communication that is claimed to be privileged or otherwise protected from discovery, identify the communication, including its date, authors, recipients, location, all participants, and general subject matter, but not its substance; state the privilege or

other protection from discovery allegedly involved; and state any factual and/or legal basis for the assertion of the privilege or the protection from discovery.

5. These Interrogatories are continuing in nature. In the event that any information comes to your attention after serving responses to these Interrogatories, which information is responsive to any request for discovery above or which would change or alter in any way your answers to the above Interrogatories, and which was not included in your answers to the Interrogatories above, such additional information shall be furnished to counsel for Plaintiffs as soon as possible without any further request by Plaintiffs.

INTERROGATORIES

1. Identify any person(s) engaged in window, door, and/or bathroom remodeling services whom you have contacted to offer services as an employee or independent contractor since October 6, 2021, whether individually or on behalf of OLG.

ANSWER:

2. Identify any person(s) engaged in window, door, and/or bathroom remodeling services with whom you have contracted to perform services as an employee or independent contractor since October 6, 2021, whether individually or on behalf of OLG.

ANSWER:

3. Explain the terms of your relationship with the person(s) you identified in response to Interrogatory No. 2, including salary, commission structure, profit-sharing arrangement, benefits, stocks, warrants, options, any form of equity, car allowance, pension, etc.

ANSWER:

4. Describe in detail the scope of responsibility for your services performed/to be performed for the person(s) you identified in response to Interrogatory No. 2, including any geographic region and the nature of services that have been or will be assigned to you. Your response should include, but not be limited to, identifying the product lines involved for the person(s) you identified in response to Interrogatory No. 2 (*i.e.*, window, bath, door, etc.).

ANSWER:

5. Describe in detail how you came to be engaged with the person(s) you identified in response to Interrogatory No. 2, including when and how you became aware of the possibility of such engagement, who made the first contact, when the first contact was made, when and how negotiations occurred, what the negotiations consisted of, who participated in the negotiations, when and how any offer was extended, and when and how any offer was accepted.

ANSWER:

6. Identify any lead providers whom you have contacted since October 6, 2021, on behalf of any person.

ANSWER:

7. Identify any agreements you have negotiated, or attempted to negotiate, with the lead providers you identified in response to Interrogatory No. 6, for any person(s).

ANSWER:

8. Describe in detail how you came to communicate with the lead providers you identified in response to Interrogatory No. 6, including who made the first contact, when the first contact was made, when and how negotiations occurred, what the negotiations consisted of, who participated in the negotiations, when and how any offer was extended, when and how any offer was accepted.

ANSWER:

9. Describe any non-privileged communications you have had with any person(s) regarding the terms (including any restrictive covenants) of any written agreement you had with WSH, including your Employment Agreement and Phantom Unit Agreement.

ANSWER:

10. Describe any communications you have had with any current or former employee or independent contractor of West Shore Home, LLC, regarding departing from West Shore Home, LLC, and/or serving as an employee with any other entity, including, but not limited to, OLG.

ANSWER:

11. Identify all documents and software that you have in your possession, custody, or control relating to WSH, including any Confidential Information and Trade Secrets (as defined in the Employment Agreement and Phantom Unit Agreement). To be clear, if any such documents or software was/were in your possession, custody, or control after the date of your termination of employment at West Shore Home, LLC, but is/are no longer in your possession or control, state what disposition was made of it and when.

ANSWER:

12. Identify all email accounts, social media accounts (including, but not limited to, LinkedIn, Facebook, MySpace, Instagram, Twitter), and data storage accounts (including, but not limited to iCloud or DropBox) you have used or accessed at any time, from October 6, 2021 to the present, that contained or still contain any Confidential Information and Trade Secrets (as defined in the Employment Agreement and Phantom Unit Agreement).

ANSWER:

13. Identify all email addresses, social media identifiers, and phone numbers you have used at any time, from October 6, 2021 to the present.

ANSWER:

14. Identify all your cell phone provider from October 6, 2021 to the present.

ANSWER:

15. Identify all phones and electronic devices (including, but not limited to, removable media devices such as disks, external hard drives, flash drives, thumb drives, jump drives, zip drives, or USBs) on which you stored any Confidential Information and Trade Secrets (as defined in the Employment Agreement and Phantom Unit Agreement).

ANSWER:

16. Identify all phones and electronic devices (including, but not limited to, removable media devices such as disks, external hard drives, flash drives, thumb drives, jump drives, zip drives, or USBs) you have owned from October 6, 2021 to the present.

ANSWER:

17. Describe the “proven process” you offer (as referenced on your LinkedIn page).

ANSWER:

18. Identify all phones and electronic devices (including, but not limited to, removable media devices such as disks, external hard drives, flash drives, thumb drives, jump drives, zip drives, or USBs) on which you stored any “proven process” you offer to person(s) (as referenced on your LinkedIn page).

ANSWER:

BUCHANAN INGERSOLL & ROONEY PC

Thomas G. Collins (I.D. #75896)

Sara E. Myirski (I.D. #321113)

Cheri A. Sparacino (I.D. #325868)

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Counsel for Plaintiffs

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CRAIG CHAPPELL,

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IN THE COURT OF COMMON PLEAS OF
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Civ. No. 2022-00533

**PLAINTIFFS' FIRST REQUEST FOR PRODUCTION OF
DOCUMENTS DIRECTED TO CRAIG CHAPPELL**

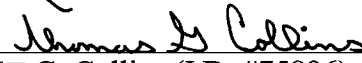
To: Craig Chappell
c/o Larry Weisberg
Weisberg Cummings, P.C.
2704 Commerce Drive, Suite B
Harrisburg, PA 17110

Plaintiffs, West Shore Home, LLC and West Shore Home Holdings, LLC (collectively, “WSH” or “Plaintiffs”), by and through their undersigned counsel, Buchanan Ingersoll & Rooney PC, and pursuant to Rule 4009.1 of the Pennsylvania Rules of Civil Procedure, hereby propounds Plaintiffs’ First Request for Production of Documents Directed to Craig Chappell. Plaintiffs request that Craig Chappell respond in the same manner prescribed by the Pennsylvania Rules of

Civil Procedure, and within the time permitted by those Rules or any Order of Court expediting discovery in this matter.

Respectfully submitted,

By:



Thomas G. Collins (I.D. #75896)

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Counsel for Plaintiffs

DEFINITIONS

A. **“You,” “Your,” and “Chappell”** shall refer to Craig Chappell and any person or entity acting or purporting to act at his request, on his behalf, or under his direction or control.

B. **“OLG”** shall refer to Optimized Lead Generation, its predecessor and successor corporations and entities; its divisions, subsidiaries, or affiliated entities; and all present and former officers, directors, employees, consultants, agents or representatives, and any person or entity acting or purporting to act at its request, on its behalf, or under its direction or control.

C. **“WSH”** shall refer collectively to West Shore Home, LLC and West Shore Home Holdings, LLC, their predecessor and successor corporations and entities; their divisions, subsidiaries, or affiliated entities; and all present and former officers, directors, employees, consultants, agents or representatives, and any person or entity acting or purporting to act at their request, on its behalf, or under their direction or control.

D. **“Complaint”** shall refer to the Complaint filed in the instant action, captioned *West Shore Home, LLC and West Shore Home Holdings, LLC v. Craig Chappell* and any subsequent amendments thereto.

E. **“Phantom Unit Agreement”** shall refer to the Grant of Phantom Units executed by Chappell on January 14, 2021.

F. **“Phantom Incentive Equity Plan”** shall refer to the West Shore Home Holdings, LLC 2021 Phantom Incentive Equity Plan.

G. **“Employment Agreement”** shall refer to the Employment Agreement executed by Chappell on August 4, 2020.

H. **“P.J. Fitzpatrick”** shall refer to P.J. Fitzpatrick, LLC, its predecessor and successor corporations and entities; its divisions, subsidiaries, or affiliated entities; and all present and former

officers, directors, employees, consultants, agents or representatives, and any person or entity acting or purporting to act at its request, on its behalf, or under its direction or control.

I. **“Window Nation”** shall refer to Window Nation, LLC, its predecessor and successor corporations and entities; its divisions, subsidiaries, or affiliated entities; and all present and former officers, directors, employees, consultants, agents or representatives, and any person or entity acting or purporting to act at its request, on its behalf, or under its direction or control.

J. **“Love Your Bath”** shall refer to Love Your Bath, LLC, its predecessor and successor corporations and entities; its divisions, subsidiaries, or affiliated entities; and all present and former officers, directors, employees, consultants, agents or representatives, and any person or entity acting or purporting to act at its request, on its behalf, or under its direction or control.

K. **“Paramount Builders”** shall refer to Paramount Builders, Inc., its predecessor and successor corporations and entities; its divisions, subsidiaries, or affiliated entities; and all present and former officers, directors, employees, consultants, agents or representatives, and any person or entity acting or purporting to act at its request, on its behalf, or under its direction or control.

L. **“Newpro”** shall refer to Newpro Construction, LLC, its predecessor and successor corporations and entities; its divisions, subsidiaries, or affiliated entities; and all present and former officers, directors, employees, consultants, agents or representatives, and any person or entity acting or purporting to act at its request, on its behalf, or under its direction or control.

M. **“FHIA”** shall refer to Florida Home Improvement Associates, Inc., its predecessor and successor corporations and entities; its divisions, subsidiaries, or affiliated entities; and all present and former officers, directors, employees, consultants, agents or representatives, and any person or entity acting or purporting to act at its request, on its behalf, or under its direction or control.

N. **“Alenco”** shall refer to Alenco, Inc., its predecessor and successor corporations and entities; its divisions, subsidiaries, or affiliated entities; and all present and former officers, directors, employees, consultants, agents or representatives, and any person or entity acting or purporting to act at its request, on its behalf, or under its direction or control.

O. **“Confidential Information and Trade Secrets”** shall refer to, but is not limited to, West Shore’s information concerning past, present and prospective business contacts and customers and clients, such as customer leads, lists, contact information, purchase requirements, service methods, and customers’ contact and other confidential information; West Shore information relating to sales of products and services, such as pricing strategies, marketing strategies, marketing information, branding, earnings and cost information, profitability, contracts, sales information, sales methods, and sales proposals; West Shore’s product and distribution information, such as formulas, materials, equipment, inventory, sources of supply and material specifications, operational information, and manufacturing information; West Shore’s technical and operational information, such as designs, dimensions, research, ideas, know-how, processes, inventions, patents, data/information management systems, computer programs, systems and system improvements, software and software modifications; West Shore’s business plans and information; internal West Shore’s information, such as the business structure, business policies and practices, operating procedures, methods of doing business, work force and personnel information, work assignments, and information related to specific capabilities, training and specialized knowledge of West Shore’s employees.

P. **“Any”** shall be understood to encompass **“all.”**

Q. The conjunction **“and”** shall include the disjunctive **“or”** and vice versa.

R. **“Person”** or **“person”** shall mean any natural person or business organization.

S. **“Communication”** means and include any transmission or exchange of information in the form of facts, ideas, inquiries, or otherwise, and shall include an exchange between two or more persons, whether orally or in writing, including without limitation any conversation or discussion face-to-face or by means of letter, note, memorandum, telephone, telegraph, telex, telecopier, cable, e-mail, text message, or some other electronic or other medium, and whether by chance or prearranged, formal or informal. Communications also includes **“Electronic Messages.”**

T. **“Document”** or **“documents”** shall have the full meaning as set forth in the Pennsylvania Rules of Civil Procedure and includes (but is not limited to) all written, typewritten, handwritten, recorded or printed matter of any kind, including the originals and all non-identical copies thereof, whether different from the originals by reason of any notation made on such copies or otherwise, including without limitation: minutes and/or other records of meetings, agendas, bills, contracts, leases, assignments, agreements, contracts, summaries of negotiations, account books, orders, invoices, statements, bills, checks, accounting records, vouchers, summaries, diaries, forecasts, studies, drawings, graphs, charts, reports and/or summaries of investigations or reports, strategic or business plans or summaries, brochures, pamphlets, publications, circulars, advertisements, trade letters, press releases, statements of policy, correspondence, letters, electronic mail, telegrams, interoffice and intraoffice communications, offers, notations of any sort of conversations, appointment books or calendars, teletypes, telefax, thermafax, confirmations, computer files, printouts of computer files, computer data (including information or programs stored in a computer, whether or not ever printed out or displayed); all drafts, alterations, modifications, changes and amendments of any of the foregoing; all graphic or manual records or representations of any kind, including without limitation, photographs, microfiche, microfilm,

video tape, records, motion pictures, and electronic, mechanical or electric records or representations of any kind, including without limitation, tapes, cassettes, disks, magnetic cards, and recordings; and all other similar material which is in your possession, custody or control. Without limiting the term “control” as used in the preceding sentence, a document shall be deemed to be within your control, regardless of its physical location, if you have the right to secure the document or a copy thereof from another person or entity, either public or private, including, but not limited to, your legal counsel, having actual possession thereof. Document or documents also includes “**Electronically Stored Information**” or “**ESI.**”

U. “**Electronic Messages**” means any electronic text or media content exchanged between two or more users of a software application. Electronic Messages include both SMS messages sent over cellular networks and messages sent over the Internet using desktop, cell phone, or web-based applications, including, but not limited to WhatsApp, iMessage, Facebook Messenger, Twitter (via direct message), Slack, and Google Chat, and includes any of the preceding messages that have been deleted. Emails shall be considered a different category for purposes of these requests.

V. “**All documents**” shall mean every document, whether an original or copy, as above defined, and every such document or writing which can be located or discovered by reasonably diligent efforts.

W. “**Software**” shall mean all materials relating to software systems and includes, but is not limited to, all currently existing or backed-up electronic representations including, but not limited to, cloud-based storage accounts, data files, programs and data images stored on any type of media such as hard drive, a removable storage device or hard drive, thumb drive floppy diskette, magnetic tape or cartridge, the source code files, object code files, related command procedures,

functional specifications, programmer reference guides, detailed design specifications and drawings, test plans, procedures and reports, documentation and other information in machine readable or document form which relate to the design and implementation of any and all software now in your possession, custody, or control.

X. “Refer,” “relate,” “reflect,” “regard,” “refer to,” “relate to,” “relating to,” and “concerning” (or forms thereof) shall mean directly or indirectly, in whole or in part, connected with, commenting on, relevant to, impinging or impacting upon, affecting, responding to, showing, describing, representing, supporting, contradicting, stating, mentioning, showing, evaluating, recording, noting, analyzing, or constituting.

Y. “Identify” and “identification” shall mean, when used in reference to:

- (a) A natural person: his or her full name; home address; business address; home and business telephone number; present or last known position, job description, and the identity of his or her business affiliation; his or her position, job description, and the identity of his or her business affiliation at the time and in the context in which he or she is identified; and the relationship, business or otherwise, between such person and yourself.
- (b) A company, corporation, association, partnership, or legal entity other than a natural person: its full name; a description of the type of organization or entity; the address and telephone number of its principal place of business; the jurisdiction of incorporation or organization; the date of its incorporation or organization; and the identity of each natural person acting on behalf of the entity at the time and in the context in which the entity is identified.
- (c) A document: its description (i.e., letter, memorandum, report, etc.); its title; its date; the number of pages thereof; its subject matter; the identity of its author(s), creator(s), originator(s), signer(s), and any person(s) who participated in its preparation; the identity of its addressee(s) or recipient(s); the identity of each person to whom copies were sent and each person by whom copies were received; its present location; and the identity of its custodian(s). If any such document was, but is no longer in your possession or control, state what disposition was made of it and when.
- (d) A communication: the type and/or mode of the communication; the date and time when it occurred; the place where it occurred; the complete

substance of the communication; the identity of each person to whom such communication was made, by whom such communication was made, and who was present when such communication was made; and the identity of all documents memorializing, referring, or relating in any way to the communication or its subject matter.

- (e) An assertive action: the date and time when it occurred; the place where it occurred; a detailed description of the action; the identity of each person taking and/or witnessing such action; and the identity of all documents memorializing, referring, or relating in any way to the subject matter of the action.

GENERAL INSTRUCTIONS

A. Responses to these Requests should include all information known to you as “You” is defined above, or ascertainable by you upon reasonable inquiry. If a response cannot be provided to any particular Request, then identify any individual or entity who might have knowledge, and any material which is believed to be relevant to the information sought.

B. To the extent that an objection is raised to any Request herein, whether in whole or in part, respond to as much of the Request as to which no objection is asserted. With respect to the portion of the Request to which an objection is asserted, state with specificity the basis for the objection.

C. With respect to any document that is claimed to be privileged or otherwise protected from discovery, identify the document, including its date, author(s), recipient(s), and general subject matter, but not its substance; state the privilege or other protection from discovery allegedly involved; and state any factual and/or legal basis for the assertion of the privilege or the protection from discovery.

D. All ESI and/or Electronic Messages responsive to any particular Request must be produced in a searchable format that preserves the presentational features of the original messages. In general, ESI and Electronic Messages should be produced in the same format as that in which

they were exported for purposes of collection, search, or review. As a general rule, Electronic Messages can be produced in CSV (Comma Separated Values) or JSON (JavaScript Object Notation) format.

In addition (but not as a substitute to producing in the same format in which they were exported), ESI and/or Electronic Messages may be converted to rasterized or non-unitized file formats such as PDF or TIFF.

If you decline to search or produce ESI and/or Electronic Messages on the grounds that such ESI and/or Electronic Messages are not reasonably accessible because of undue burden or cost, identify such information by category or source and provide detailed information regarding the burden or cost you claim is associated with the search or production of such ESI and/or Electronic Messages.

E. These Requests are continuing in nature. In the event that any information comes to your attention after you serve responses to these Requests, which information is responsive to any request for discovery above or which would change or alter in any way the response to the above Requests, and which was not included in the responses to the above Requests, such additional materials or information shall be furnished to counsel for WSH as soon as possible without any further request by WSH.

REQUESTS FOR PRODUCTION

1. Any and all documents, communications, and software relating to, or to which you referred or relied upon when answering Plaintiffs' First Set of Interrogatories directed to you.
2. All non-privileged communications you have had with any person regarding the terms (including any restrictive covenants) of any written agreement you had with WSH, including the Employment Agreement and/or the Phantom Unit Agreement.
3. All communications you have had with any current or former employee or independent contractor of West Shore Home, LLC, regarding departing from West Shore Home, LLC and serving as an employee or independent contractor to OLG.
4. All documents and software (and all copies thereof) that you directly or indirectly obtained at, received from, used, created, or had access to during the course of your employment with West Shore Home, LLC that are presently in your possession, custody, or control.
5. All Confidential Information and Trade Secrets as defined in your Employment Agreement and Phantom Unit Agreement (and all copies thereof), whether in paper copy or electronic form, that are presently in your possession, custody, or control.
6. All communications with any person(s) you identified in response to Interrogatory No. 1.
7. All communications with any person(s) you identified in response to Interrogatory No. 2.
8. All documents and communications regarding your solicitation of, interview(s) with, and/or engagement by the person(s) you identified in your response to Interrogatory No. 2.

9. All documents and communications regarding the terms and conditions of your engagement and/or employment with the person(s) you identified in your response to Interrogatory No. 2.

10. All written agreements you have with the person(s) you identified in your response to Interrogatory No. 2.

11. All documents and communications that relate in any way or describe your job duties or the scope of your engagement with the person(s) you identified in your response to Interrogatory No. 2.

12. All documents, communications, and software that relate to or reflect the nature of services that you are performing or are expected to perform for the person(s) you identified in your response to Interrogatory No. 2.

13. All documents, communications, and software that relate to or reflect the geographic territory in which you are performing or are expected to perform services for the person(s) you identified in your response to Interrogatory No. 2.

14. All documents and communications with the lead provider(s) you identified in your response to Interrogatory No. 6.

15. All draft agreements in your possession between the lead provider(s) you identified in your response to Interrogatory No. 6 and any person(s).

16. All written agreements in your possession between the lead provider(s) you identified in your response to Interrogatory No. 6 and any person(s).

17. Your date books and calendars for the years 2021 through present, including both paper and electronic.

18. Your paystubs or other documents relating to your salary, wages, or other compensation from October 6, 2021, to the present.

19. All communications you have had with any person since October 6, 2021 regarding your employment with West Shore Home, LLC.

20. To the extent not provided above, all communications you have had with P.J. Fitzpatrick.

21. To the extent not provided above, all contracts or agreements you have with P.J. Fitzpatrick.

22. To the extent not provided above, all documents and software you prepared for P.J. Fitzpatrick.

23. To the extent not provided above, all invoices from you to P.J. Fitzpatrick.

24. To the extent not provided above, all documents evidencing payments from P.J. Fitzpatrick to you.

25. To the extent not provided above, all communications you have had with Window Nation.

26. To the extent not provided above, all contracts or agreements you have with Window Nation.

27. To the extent not provided above, all documents and software you prepared for Window Nation.

28. To the extent not provided above, all invoices from you to Window Nation.

29. To the extent not provided above, all documents evidencing payments from Window Nation to you.

30. To the extent not provided above, all communications you have had with Love Your Bath.

31. To the extent not provided above, all contracts or agreements you have with Love Your Bath.

32. To the extent not provided above, all documents and software you prepared for Love Your Bath.

33. To the extent not provided above, all invoices from you to Love Your Bath.

34. To the extent not provided above, all documents evidencing payments from Love Your Bath.

35. To the extent not provided above, all communications you have had with Paramount Builders.

36. To the extent not provided above, all contracts or agreements you have with Paramount Builders.

37. To the extent not provided above, all documents and software you prepared for Paramount Builders.

38. To the extent not provided above, all invoices from you to Paramount Builders.

39. To the extent not provided above, all documents evidencing payments from Paramount Builders.

40. To the extent not provided above, all communications you have had with Newpro.

41. To the extent not provided above, all contracts or agreements you have with Newpro.

42. To the extent not provided above, all documents and software you prepared for Newpro.

43. To the extent not provided above, all invoices from you to Newpro.
44. To the extent not provided above, all documents evidencing payments from Newpro.
45. To the extent not provided above, all communications you have had with FHIA.
46. To the extent not provided above, all contracts or agreements you have with FHIA.
47. To the extent not provided above, all documents and software you prepared for FHIA.
48. To the extent not provided above, all invoices from you to FHIA.
49. To the extent not provided above, all documents evidencing payments from FHIA.
50. To the extent not provided above, all communications you have had with Alenco.
51. To the extent not provided above, all contracts or agreements you have with Alenco.
52. To the extent not provided above, all documents and software you prepared for Alenco.
53. To the extent not provided above, all invoices from you to Alenco.
54. To the extent not provided above, all documents evidencing payments from Alenco.
55. To the extent not provided above, all communications you have had with any person(s) engaged in window, door, and/or bathroom remodeling services.
56. To the extent not provided above, all contracts or agreements you have had with any person(s) engaged in window, door, and/or bathroom remodeling services.
57. To the extent not provided above, all documents and software you prepared for any person(s) engaged in window, door, and/or bathroom remodeling services.
58. To the extent not provided above, all invoices from you to any person(s) engaged in window, door, and/or bathroom remodeling services.

59. To the extent not provided above, all documents evidencing payments from any person(s) engaged in window, door, and/or bathroom remodeling services.

60. To the extent not provided above, all communications you have had with any person who is a member of the Big 12 dealership network since October 6, 2021.

61. To the extent not provided above, all documents and software you prepared for any person who is a member of the Big 12 dealership network since October 6, 2021.

62. To the extent not provided above, all documents evidencing payments from any person who is a member of the Big 12 dealership network since October 6, 2021.

63. To the extent not provided above, all communications you have had with any person who is a member of the Jacuzzi dealership network since October 6, 2021.

64. To the extent not provided above, all documents and software you prepared for any person who is a member of the Jacuzzi dealership network since October 6, 2021.

65. To the extent not provided above, all documents evidencing payments from any person who is a member of the Jacuzzi dealership network since October 6, 2021.

66. To the extent not provided above, all communications you have had with any lead service provider since October 6, 2021.

67. To the extent not provided above, all communications you have had with Employee CC, as such person is referred to in the Complaint.

68. To the extent not provided above, all communications you have had with Joshua Churnick.

69. All documents in your possession related to your “proven process” offered by you or on behalf of OLG, as referenced on your LinkedIn profile.

70. All communications conveying your “proven process” offered by you or on behalf of OLG, as referenced on your LinkedIn profile.

71. All documents in your possession related to the “NO RISK” strategy offered by you or on behalf of OLG, as referenced on your LinkedIn profile.

72. All communications conveying the “NO RISK” strategy offered by you or on behalf of OLG, as referenced on your LinkedIn profile.

73. All communications from OLG to any person(s) from October 6, 2021 to the present.

74. Your phone records from October 6, 2021 to the present.

75. Your phone bills from October 6, 2021 to the present.

76. All receipts for business-related travel from October 6, 2021 to the present.

77. A forensic image of each computer and device that contained or presently contains any Confidential Information and Trade Secrets (as defined in your Employment Agreement and Phantom Unit Agreement).

78. A forensic image of each smart phone that you used during your engagement with West Shore that contained or presently contains any Confidential Information and Trade Secrets (as defined in your Employment Agreement and Phantom Unit Agreement).

79. A forensic copy of the .pst file(s) for all email accounts you have accessed or used during your engagement with West Shore that contained or presently contains any Confidential Information and Trade Secrets (as defined in your Employment Agreement and Phantom Unit Agreement).

80. All communications you have had with current or former employees of West Shore from October 6, 2021, to the present.

81. Any and all documents regarding or relating to any agreement, contract, or arrangement between you and any third person, firm, or entity to defend or indemnify against this or any action brought against you by West Shore.

BUCHANAN INGERSOLL & ROONEY PC

Thomas G. Collins (I.D. #75896)

Sara E. Myirski (I.D. #321113)

Cheri A. Sparacino (I.D. #325868)

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Counsel for Plaintiffs

WEST SHORE HOME, LLC and WEST
SHORE HOME HOLDINGS, LLC

Plaintiffs,

v.

CRAIG CHAPPELL,

Defendant.

IN THE COURT OF COMMON PLEAS OF
CUMBERLAND COUNTY,
PENNSYLVANIA

Civ. No. 2022-00533

NOTICE OF DEPOSITION OF CRAIG CHAPPELL

To: Craig Chappell
c/o Larry Weisberg
Weisberg Cummings, P.C.
2704 Commerce Drive, Suite B
Harrisburg, PA 17110

PLEASE TAKE NOTICE, that in accordance with PA. R. CIV. P. 4007.1, Plaintiffs, West Shore Home, LLC and West Shore Home Holdings, LLC, will proceed before a Notary Public or other officer duly authorized to administer oaths, to take the testimony upon oral examination of Craig Chappell at a place and time mutually agreeable to the parties or set by this Court, but in no event later than ten (10) days before the Preliminary Injunction hearing to be scheduled by the Court. The deposition will be recorded by stenographic means and will be taken for all purposes allowed by the Pennsylvania Rules of Civil Procedure.

The parties (and their counsel of record, if any) are invited to attend. The deposition will continue from day to day until completed or adjourned.

Respectfully submitted,

By: Thomas G. Collins
Thomas G. Collins (I.D. #75896)
Sara E. Myirski (I.D. #321113)
Cheri A. Sparacino (I.D. #325868)
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